

No. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER AUTHORIZING THE)
EXECUTION OF A COLLECTIVE)
BARGAINING AGREEMENT WITH)
LOCAL 17 (PROFESSIONAL AND)
TECHNICAL EMPLOYEES))
[January 1, 2021- December 31, 20223]

RESOLUTION

WHEREAS, pursuant to the provisions of the RCW 36.32.120(6), the Board of County Commissioners of Spokane County (hereinafter sometimes referred to as the "Board") has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to the provisions of chapter 41.56 RCW, public employers have the duty to collectively bargain with collective bargaining units with regard to wages, hours and working conditions; and

WHEREAS, pursuant to the above referenced statutory provisions, the Board through the Human Resource Department has been collectively bargaining with bargaining units with regard to wages, hours and working conditions; and

WHEREAS, the Human Resource Department submitted a proposal to Local 17, regarding wages, hours and working conditions for the time frame from January 1, 2021 through December 31, 20223, as more particularly set forth in Attachment "A," attached hereto and incorporated herein by reference.

WHEREAS, the above referenced bargaining unit has ratified that proposal set forth in Attachment "A;" and

WHEREAS, the Human Resource Department is requesting and recommending that the Board of County Commissioners ratify the proposal as set forth in Attachment "A."

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, that the Board of County Commissioners does hereby approve and agree with all provisions set forth in Attachment "A," attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, by the Board of County Commissioners of Spokane County that either the Chairman of the Board or a majority of the Board be and is hereby authorized to execute, at other than an open meeting, any documents with respect to the above referenced bargaining unit so long as it/they are consistent with the provisions of Attachment "A".

PASSED AND ADOPTED this _____ day of _____, 20201.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

AL FRANCH, CHAIR

ATTEST:

JOSH KERNS, VICE-CHAIR

Ginna Vasquez, Clerk of the Board

MARY L. KUNEY, COMMISSIONER

WORKING AGREEMENT

Between

SPOKANE COUNTY

And

PROFESSIONAL AND TECHNICAL EMPLOYEES,

LOCAL 17

January 1, 2018~~21~~ through December 31, 202~~023~~3

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PREAMBLE

This Agreement is made and entered into, by and between Spokane County, hereinafter referred to as the County, and the Professional and Technical Employees, Local 17, hereinafter referred to as the Union.

ARTICLE 1 **PURPOSE**

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between Spokane County and its employees and to set forth the wages, hours and other working conditions of such employees of whom the County has recognized the Union as the exclusive bargaining representative.

ARTICLE 2 **NON-DISCRIMINATION**

The parties individually agree that they will not engage in any act or practice or pursue any policy which results directly or indirectly in coercion or discrimination against any employee because of age, sex, marital status, sexual orientation, race, creed, color, national origin, or the presence of any sensory, mental or physical handicap; or because of the participation or lack of participation in activities of the Union, except that employees must comply with the union shop requirements as they apply to the employees in the bargaining unit.

ARTICLE 3 **RECOGNITION – BARGAINING UNIT – UNIT WORK – UNION MEMBERSHIP**

3.0 Recognition – Bargaining Unit – Exclusion

3.1 The County hereby recognizes the Union as the exclusive bargaining representative, for the purposes stated in Chapter 41.56 RCW as last amended, or ~~Engineering Department~~ **Public Works** and ~~Utilities Department~~ **Environmental Services** departments regular full-time and regular part-time employees, **but excluding Extra Help employees**, whose classifications are listed in the schedule of wages attached hereto.

3.2 For purposes of this Agreement, employees working twenty (20) hours per week or more, shall be considered full-time employees but shall have their benefits as prescribed herein accrued on a pro-rata basis.

3.3 ~~Employees in subsection 3.1 shall be meant to exclude all temporary employees as defined in Article 14, Section 1, of this Agreement.~~

3.3 Recognition as the exclusive bargaining representative shall be interpreted to mean that the County will make no changes in wages, hours, working conditions, or fringe benefits, or classifications without first negotiating with the Union. [ESA1] **If a new classification is created in the**

bargaining unit, the County will provide the Union notice and the opportunity to meet and discuss.

3.54 Work which has historically been done exclusively by bargaining unit personnel shall not be assigned to non-bargaining unit employees if such assignment caused the layoff or reduction of bargaining unit employees.

~~3.6 All employees hired or assigned into the bargaining unit shall, on the thirtieth day following the beginning of such employment, become and remain members in the Union. [ESA2]~~

~~3.7 An employee who can support membership in a church or religious body that, through bonafide religious tenets or teachings, prohibits the payment of dues or initiation fees to union organizations, shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charitable organization mutually agreed upon the by the employee affected and the Union to which such employee would otherwise pay the dues and initiation fee. The employee shall furnish written proof that such payment has been made.~~

~~3.8 Failure by an employee to abide by the provisions shall constitute cause for discharge of such employee; provided, that when an employee fails to fulfill the obligation, the Union shall provide the employee and the County with thirty (30) days notification of the Union's intent to initiate discharge action, and during this period the employee may make restitution in the amount which was overdue.~~

3.5 The County agrees to deduct from the paycheck of each employee monthly dues if the employee has signed a dues deduction authorization card. The amount deducted shall be transmitted monthly to the Union on behalf of the employees who authorized the deduction. The County shall continue to deduct dues at rates specified by the Union. The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. Every reasonable effort will be made to start or end the deduction effective on the written authorization or cancellation notice. The County shall relay on information provided by the Union regarding the authorization and revocation of dues deduction.

3.96 Once a month, the Payroll Department will provide the Union office with a list of names, classifications, and hire dates for all new hires (temporary and regular) into the Union bargaining unit. The list shall also include names of employees who have resigned, retired, or promoted out of the bargaining unit and last day worked in bargaining unit position. Upon receipt of written authorization individually signed by a bargaining unit employee, the County auditor shall have deducted from the pay of such employee the amount of dues as certified by the Union and shall transmit deducted dues to the Union office.

Voluntary PAC – Union and their members have expressed an interest in deducting from their salary contributions to Political Action Committees, which is in addition to their monthly Union dues. Union, its members and County will follow the procedure as outlined below to facilitate this interest. The County shall deduct from the pay of each employee, each month, who furnishes a written original authorization from signed by the employee to the Auditor's Payroll Department. The first deduction will take effect at the end of the month following the month the written authorization for deduction is received. The deduction will occur once per month on

the last pay period of the month (i.e., Authorization is given to County Payroll in the month of February; the first deduction will start March 31st.”)

The County will only make the deduction if there is an authorization form on file.

The County shall transmit to Union, on a monthly basis, in one check, the total amount deducted accompanied by each contributing employee’s identification number, name, and the amount deducted from that employee’s paycheck.

The County will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to PTE Local 17 PAC, or to such other organizations as the Union may request if mutually agreed to. No deduction shall be made which is prohibited by applicable law.

The Union shall utilize its internal process to refund employee Union dues erroneously deducted by the County and paid to the Union.

3.107 The County will notify the appropriate Steward, by way of Personnel Action Form, of all personnel actions adversely affecting the pay of employees included in the bargaining unit within fifteen (15) calendar days after said action becomes effective.

3.8 **The County will provide the Union access to all employees and/or persons entering the Bargaining Unit. The County will allow the Union at least thirty (30) minutes to meet with such individuals during the employee’s work hours and at his or her usual worksite, virtually, or mutually agreed upon location.**

ARTICLE 4 MANAGEMENT RIGHTS

- 4.1 Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:
- A. Determine the Employer’s functions, programs, organizational structure and use of technology;
 - B. Determine the Employer’s budget and size of the agency’s workforce;
 - C. Direct and supervise employees;
 - D. Take all necessary actions to carry out the mission of the county and its agencies during emergencies;
 - E. Determine the Employer’s mission and strategic plans;
 - F. Establish work schedules and starting times;
 - G. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;
 - H. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions;
 - I. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer and temporarily or permanently lay off employees, in accordance with this agreement and supplemental agreements.

- J. Determine, prioritize and assign work to be performed;
- K. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;
- L. Determine training needs and methods of training;
- M. Suspend, demote and/or take other disciplinary actions, subject to article 18.1.1 of this Agreement.

4.2 Specialized Consultants – Extra Work

Nothing in this contract shall be interpreted to mean that the County shall be barred from engaging consultants for the purpose of accomplishing specialized engineering work or for extra work, which is beyond the capacity of the regularly employed staff to perform. However, the County agrees to make every effort to utilize seasonal employees prior to engaging specialized consultants.

4.3 Rules and Policies

All general rules, work rules, and policies not specifically referred to in this Agreement which would affect personnel in the bargaining unit shall be set forth in writing and posted at sites readily available to employees. The Union and stewards will be provided with a copy of said rules, work rules and policies shall be made in writing and posted ten (10) working days prior to becoming effective.

4.4 Conflicts

If there is a conflict between said rules and policies and the Article(s) or Section(s) of this Agreement, then the Article(s) or Section(s) of the Agreement shall prevail.

ARTICLE 5
EMPLOYEE RIGHTS^[ESA3]

5.1 Representation Right – Notice of – Time to Arrange

5.1.1 Prior to any meeting regarding the discussion of possible disciplinary action for any reason of the employee, the County shall notify the affected employee of the nature of the meeting and of the right to Union representation at the meeting.

5.1.2 In such cases as described in subsection 5.1.1 the affected employee shall be allowed a reasonable time to a maximum of three (3) working days, to arrange for Union representation.

5.1.3 The above stated employee rights shall not preclude the County from taking immediate disciplinary action against an employee under Article 18 hereof.

5.2 Personnel Files

5.2.1 Official File – Utilization – Review

5.2.1.1 The employer's official personnel file of record shall be that file in the Spokane County Human Resources Department.

5.2.1.2 An employee shall be given reasonable time to review their personnel records upon request. A copy of the employee's personnel file will be provided upon the employee's request.

5.2.1.3 The employee may request that any adverse material placed in the employee's personnel file be removed after it has been in the file for two years, except for employee performance reviews, which shall remain in the file.

5.2.1.4 The official personnel file shall be available with sufficient notice for review by the employee and/or employee representative when designated in writing.

5.2.2 No adverse materials shall be placed in the employee's personnel file without the knowledge of the employee and the right and opportunity to attach their comments. The employee shall initial and date the material evidencing their acknowledgement, and a copy will be provided to the employee upon the employee's request.

5.2.3 Regarding information in the personnel file which the employee considers inaccurate, the employee may, initially and informally, request removal of such information, and/or insert within the file rebuttal comments. If the employee is still dissatisfied the Personnel Department shall, upon request, review the matter and provide a written recommendation for resolution to the employee and the Department.

5.3 Performance Standards – Application Of

5.3.1 Any performance standards used to measure the performance of employees shall be uniformly applied throughout the Department.

5.3.2 Each employee shall receive an annual performance review by their immediate supervisor. The review will utilize a standard Spokane County form and the employee's working supervisor will have input into the review^[ESA4].

ARTICLE 6 **GRIEVANCE PROCEDURE**

6.1 Purpose

The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. Grievances will be submitted to the Employee's immediate supervisor with a copy to the HR Manager. Grievances may be submitted in person, by regular mail or email. Grievances will be submitted on the official Union Grievance form.

6.2 Definition and Compliance

Any grievance or dispute which may arise between the parties, concerning application, meaning or interpretation of the collective bargaining agreement, shall be settled in the following manner. All settlements reached in this agreement at any step, including the informal process shall be in writing and signed by the authorized representatives of the Union and Employer.

6.2.1 The alleged violation must contain the following:

- 6.2.1.1 The specific contract provisions(s) violated.
- 6.2.1.2 The specific action(s) that occurred.
- 6.2.1.3 The names of the employees filing the grievance.
- 6.2.1.4 Date the alleged violation occurred.
- 6.2.1.5 The remedy sought.

6.2.2. Both parties agree they will meet at each step of the grievance procedure in an attempt to reach settlement. The parties may agree to extend any time limits contained in this agreement. Time frames specified in this agreement may be waived by mutual agreement of the parties in writing. Should the employee or the union fail to comply with the prescribed time frames, excluding extenuating circumstances, it is agreed the grievance is forever waived. Should the Employer fail to respond within the prescribed time frames, excluding extenuating circumstances, the Union shall have the right to proceed to the next step. In the event of extenuating circumstances that delay either party meeting the time frames, the parties will meet within five (5) days following conclusion of the delay to proceed with the grievance process.

6.2.3 All settlements reached in this agreement at any step, including the informal process shall be writing and signed by the authorized representatives of the Union and Employer.

6.3 Informal Complaint

Within ten (10) working days from the occurrence of the matter on which the complaint is based or within ten (10) working days from his/her knowledge of such occurrence, an employee/Union Steward/Union Officer shall discuss his/her complaint/contract violation in a meeting with his/her immediate supervisor. Within five (5) working days from the date of such discussion, the supervisor shall respond in writing to the attendees of the initial meeting.

6.4 Formal Written Grievance

6.4.1 Step 1: Should the grievance not be settled at the Informal Step, it shall be submitted in writing within ten (10) working days of receipt of the supervisor's response to the Department Head or Elected Official with a copy to the Human Resource Manager. Within five (5) working days of receipt of the grievance, the Department Head or Elected Official shall schedule a meeting to hear the grievance.

All currently available pertinent facts and information regarding the grievance will be submitted at Step 1. Unless mutually agreed, no other evidence may be submitted at any subsequent steps of the grievance process. Attendance at the hearings will be

restricted to the grieving employee, the supervisor, Shop Stewards, an officer of the Union and the Staff Representative of the Union. Management shall have the Department Head or Elected Official, a representative of the management staff when the grievant is assigned, an HR Representative and the Human Resource Manager. Additional representatives from both management and labor may be in attendance with concurrence of both parties. At the conclusion of the hearing, the Department Head or Elected Official shall respond to the grievance in writing within five (5) working days after the hearing.

- 6.4.2 Step 2. Should the grievance not be resolved in Step 1, it shall be submitted in writing to the Human Resource Director within five (5) working days of receipt of the Department Head or Elected Official's response from Step 1. Unless mutually agreed to, the Human Resource Director shall typically schedule a hearing on the first Thursday of the month following the advancement of the grievance. The Human Resource Director shall respond in writing to the Union and the Department Head or Elected Official within five (5) working days of the conclusion of the hearing.
- 6.4.3 Step 3. Should the grievance not be settled in Step 2, either party may request arbitration within thirty (30) working days after the reply of the Human Resource Director is due by written notice to the other. A simultaneous request for a list of eleven (11) arbitrators from the Washington State Public Employment Relations Commission shall be initiated. The arbitrator shall be selected by the County and the Union within five (5) working days after the list is received. Both the County and the Union shall have the right to strike one (1) name from the panel. The process shall be repeated and the remaining name shall be the arbitrator for the grievance.
- 6.4.4 In the event that a grievance hearing begins prior to or extends beyond the normally scheduled shift of any employee in attendance, call0back or overtime pay will not apply.
- 6.4.5 The County shall provide time with pay for County employees who are necessary witnesses at the grievance hearing. However, no overtime or shift differential shall be paid should the hearing extend beyond the employee's normal quitting time.
- 6.4.6 The Union as exclusive bargaining representative is considered as the primary representative of employees in grievance matters and has the right in a grievance to designate the person who shall represent the employee on behalf of the Union. However, an employee may be self-represented or select a representative outside the Union. Neither the County nor the Union shall be liable for the cost of such outside representation.
- 6.4.7 The Union, as exclusive bargaining representative, is considered to be an interested party to the proceeding in the event the Union is not requested to represent the aggrieved employee(s). As such, the Union is entitled to have a representative present at all meetings or hearings where grievance discussions are held with the County and review all proposed grievance settlements prior to their adoption or acceptance.

6.5 Arbitration

6.5.1 Both parties shall have the right to present written and verbal evidence to the arbitrator. An arbitrator’s decision shall not involve any action by either party which is beyond its jurisdiction, nor shall a decision amend, alter or modify the collective bargaining agreement. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his/her decision within thirty (30) working days after the conclusion of testimony and argument. If the arbitrator awards back pay, interest shall not be calculated in the award.

6.5.2 Expenses for the arbitrator’s services and the proceedings shall be borne completely by the party who receives the unfavorable decision. In case of a compromise decision being not clearly favorable to either party, the parties shall equally share the expense and each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings they may request such a record to be made, provided they pay for the record and make copies available without charge to the other party and to the arbitrator. Grievances initiated by the County shall be processed in the same manner but they shall be initiated in Step 2 with the Union Staff Representative.

**ARTICLE 7
ANNUAL LEAVE VACATION**

7.1 Accrual Rate – Full/Part Time Employees

Full-time employees shall be entitled to and shall be credited at the end of each calendar month of employment with the following amounts of annual leave:

Employees having continuous service with the Department which amount to:	Shall earn annual amounts of vacation:	At the monthly rate of:	At the hourly rate of <i>*reflect vacation hrs. per year one (1), 2080 hours</i>
Less than 5 years	12 days	1 day	0.0462
5 years but less than 10 years	15 days	1 ¼ days	0.0577
10 years but less than 15 years	18 days	1 ½ days	0.0692
15 years but less than 20 years	21 days	1 ¾ days	0.0807
20 years but less than 25 years	24 days	2 days	0.0923
25 years or more	27 days	2 ¼ days	0.1038

7.2 Eligibility and Allowance – New Hire – Separation

- 7.2.1 Employees shall start to earn annual leave allowance as of the first of the month nearest their date of hire. Employees hired on or before the 15th of the month shall receive credit for the full month. Employees hired after the 15th of the month shall not receive credit for that month.
- 7.2.2 Employees separating from service on or before the 15th of the month will not receive credit for that month. Employees separating after the 15th of the month will receive credit for the full month.

7.3 Probationary Period

- 7.3.1 An employee must work six (6) months before they become eligible to take annual leave, however, annual leave will accrue during this period.
- 7.3.2 In cases of employee emergency, the Department Head may authorize use of vacation leave during the initial hire six (6) month probationary period.

7.4 Scheduling Leave Requests – Cancellation – Posting

- 7.4.1 Annual leave must be taken at such time as the employee can best be spared, however, the County agrees that an employee's request to take vacation leave credit shall normally be honored provided it does not unduly interfere with work load requirements and schedules as determined by the supervisor.
- 7.4.2 Employees who first requested their vacation schedule shall be honored first and others in the order the requests were made. In cases of simultaneous requests, the order of vacation schedules shall be determined by seniority, that being Spokane County continuous employment.
- 7.4.3 An employee whose vacation schedule is canceled by the County due to unusual workload requirements will be given priority in rescheduling their vacation time.
- 7.4.4 The County shall post an employee's accrued vacation on a monthly basis.

7.5 Maximum Accumulation – Cash Out

- 7.5.1 Upon termination of employment for any reason, the employee shall be paid for all accumulated and unused annual leave at the rate of pay at the time of termination. Payment shall be made no later than the next regular monthly pay period.
- 7.5.2 For PERS 1 Employees: Any cash out of accumulated annual leave will be reported and processed in accordance with the Department of Retirement Systems regulations.
- 7.5.3 An employee may, at their option, accumulate a maximum of forty (40) days of annual leave, or twice their annual accrual of annual leave, whichever is less.

ARTICLE 8
SICK LEAVE

8.1 Accrual Rate

8.1.1 An employee in paid status for any portion of the month shall earn sick leave at a rate of 7.5 or 8.0 hours per month (based on full-time employee status, prorated for other weekly schedules) or as applicable per Federal or State Law.

8.2 Reasons for Use

Sick leave may be taken for the following reasons:

8.2.1 Injury or illness of the employee. The total amount of sick leave accumulated by the employee may be taken, if required.

8.2.2 Injury, illness or death of a member of the immediate family requiring the presence of the employee.

8.2.3 Immediate family shall be defined as: spouse, state registered domestic partner, parent, step-parent, child (biological, adopted, step or foster) regardless of age or dependency status, sibling, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law or a more distant relative if living as a member of the employee's immediate family.

8.3 Utilization – Incremental Use

8.3.1 Any employee who for any reason must take sick leave shall as soon as possible notify his/her immediate supervisor or Department/Division Head. Persons in a supervisory capacity or a Department/Division Head. Persons in a supervisory capacity or a Department head/Division Head will be responsible for ensuring that employees follow the appropriate notification procedures when utilizing sick leave.

8.3.2 In the event of sickness, disability, medical or dental appointments or death in the immediate family requiring the presence of the employee, he/she shall be granted sick leave with pay.

8.3.3 Under no circumstances will sick leave be taken instead of annual leave.

8.3.4 Employees accrue and may use sick leave during the review period.

8.4 Sick Leave covers those situations in which an employee is absent from work due to circumstances such as:

8.4.1 An employee's mental or physical illness, injury, or health condition;

8.4.2 Preventative care such as medical, dental or optical appointments and/or treatment;

- 8.4.3 Care of a family member with an illness, injury, health condition and/or preventative care such as medical, dental or optical appointment;
 - 8.4.4 Closure of the employee's place of business or a child's school/place of care by order of a public official for any health-related reasons;
 - 8.4.5 Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others;
 - 8.4.6 Use of legally prescribed prescription drug that impairs job performance or safety;
 - 8.4.7 If the employee or the employee's family member is a victim of domestic violence, sexual assault or stalking.
- 8.5 The County may require a medical note for leave of more than three (3) days. All employee requests for verification may not result in an unreasonable burden or expense on the employee.
- 8.6 The County may also request a physician's written release for an employee to return to work. Per RCW 49.46.201(g)(l), 49.46.200 and 49.46.210, and all applicable rules, do not preclude an employer's ability to verify when an employee may return safely to work (requires a "fitness for duty" certification) if the right to require such verification is provided elsewhere in local, state, or federal law.
- 8.7 Employees who use all their accumulated sick leave and require more time off work due to illness or injury may with their Department/Division Head's approval, take leave without pay.
- 8.8 Any employee who is laid off, discharged, or separated from the service of the employer for dishonesty or misconduct shall not be compensated for unused sick leave. If any employee is in unpaid status for a full month, he/she shall not accrue sick leave benefits. If the employee is returned to work, they shall be credited with sick leave benefits as if they had been working instead of being on administrative.
- 8.9 Scheduled vs. Unscheduled Sick Leave
- 8.9.1 Scheduled sick leave absences are those sick leave absences associated with medical appointments, planned surgeries, annual physicals or other foreseeable medical/dental appointments; these types of absences require prior written approval. Scheduled sick leave absence requests should be submitted for approval as soon as the employee schedules the appointment with the Health Care provider. If the need for paid sick leave is foreseeable, the Employer requires advance notice from the employee. The employee must provide notice at least ten days, or as early as practicable.
 - 8.9.2 Unscheduled sick leave absences are those sick leave absences which are not preplanned or foreseeable. The employee must notify his/her Supervisor, Department Head/Elected Official (or designee) as soon as reasonably possible, in accordance with departmental notification procedures. It is best to communicate directly with the supervisor so an anticipated return to work can be discussed. If the employee gets

voicemail, they should provide a call back number for the supervisor and use other means of communication to contact an individual regarding their absence.

- 8.10 The following may be used to determine needed appropriate action at the supervisor's discretion and may result in progressive discipline:
- 8.10.1 Zero balance account: when an employee is absent from work and the employee's sick leave account is depleted.
 - 8.10.2 Job abandonment: when an employee fails to follow procedures notifying his/her supervisor of an absence (for example: leaving work during assigned shift without notice, failure to report to work without notice, failure to follow-up/update supervisor of ongoing absence). These types of absences are considered an abandonment of one's job and may justify sever discipline (suspension/termination).
- 8.11 Employees may roll over a maximum of 75 sick days or prorated equivalent per calendar year.
- 8.11.1 Employees hired prior to June 1, 1989: Unless the employee selected LTD plan, an employee hired before June 1, 1989, may roll over a maximum of 180 sick days or prorated equivalent. Upon retirement or death, accrued sick leave will be paid at 50% of accrued leave balance (max 130 days) at the employee's final pay rate to a maximum of 65 days.
- 8.12 The number of sick leave hours available are not intended to establish a guideline for acceptable service.
- 8.13 Any discrimination or retaliation against an employee for lawful exercise of paid sick leave rights is not allowed. Employees will not be disciplined for the lawful use of paid sick leave.
- 8.14 On-the-Job Injury or Illness – Worker's Compensation
- 8.14.1 Any employee suffering an injury or illness on the job arising out of this work which, in the opinion of their supervisor, renders him or her unable to continue work, shall receive pay for the balance of the shift on which the injury or illness occurred. The employee shall not be required to use sick leave for that day or fraction thereof.
 - 8.14.2 Any employee who is eligible for compensation for time off due to an on-the-job injury shall at the request of the employee be paid accumulated sick leave in the amount of the difference between their regular pay and that other compensation for the first three (3) days of absence. The amount paid the employee by the insurance fund for the first three (3) days shall be credited to Spokane County from money due the employee in the next payroll period. The prorated part of sick leave as determined by the ratio of regular sick leave and accident compensation, shall be charged to the employee for time off the job.
- 8.15 Leave Sharing Program^[ESAS]

Employees meeting eligibility requirements may receive donated leave time in accordance with the provisions of the Leave Sharing Program, as attached in this Agreement.

**ARTICLE 9
BEREAVEMENT LEAVE**

- 9.1 Bereavement leave entitles an employee up to three (3) working days off, not chargeable to sick leave balance if the employee suffers the death of a member of his/her immediate family as defined in Article 8 above. Bereavement leave in the case of a spouse or a child is allowed up to ten (10) working days.
- 9.1.1 Two additional working days may be authorized if travel time is needed for out-of-town funerals. To be considered out-of-town, the employee must travel more than one hundred and twenty-five (125) miles one way outside of Spokane County.
- 9.1.2 Bereavement leave can be utilized over a six (6) month period after the death.
- 9.1.3 If the employee requires additional bereavement time, they may request additional time off chargeable to compensatory time, annual leave or sick leave.

**ARTICLE 10
HOLIDAYS**

10.1 Enumerated – Weekend Observance

10.1.1 The following are holidays with pay:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
Presidents Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 (beginning in 2022)
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4th Friday in November Friday immediately following Thanksgiving
Christmas Day	December 25
Two (2) One (1) Personal Holidays	

10.1.2 In addition to those listed in 10.1.1. above, any day designated by proclamation of the [ESA6] President of the United States as a legal holiday, defined here as a one-time, non-recurring holiday.

10.1.2.1 If an employee is scheduled and is required by management to work on the one-time, non-recurring holiday, the employee shall schedule an alternative day off with pay after consultation with the employee's supervisor.

10.1.2.2 Article 10.2.2 below or Article 17.4.4 , shall not apply to a one-time non-recurring holiday.

10.1.3 If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday.

10.2 Holiday Work – Compensation

10.2.1 Should the Department determine that work on a holiday is necessitated, employees shall be assigned to perform the work; however, where possible, the work performed shall be on a voluntary basis.

10.2.2 Should an employee be scheduled to work on a holiday, they shall be paid holiday pay (8 hours). In addition, either overtime pay for the hours worked or 8 hours at straight time, whichever is the greater; or the employee may choose to accept one compensatory day to be scheduled with and recorded by the supervisor, in lieu of holiday pay.

10.3 Personal Holidays – Eligibility

A new hire must work three (3) months before they are eligible to take a personal holiday.

ARTICLE 11 **LEAVES OF ABSENCE**

11.1 Educational Leave

11.1.1 The County shall have authority to grant Educational Leave for the purpose of allowing an employee to begin or return to school in furtherance of their education, provided the employee agrees in writing, to continue employment with Spokane County for a period equal to the duration of the educational leave of absence.

11.1.2 Such leave shall be for a definite period of time not to exceed nine (9) months.

11.1.3 Employees on Educational Leave shall retain credit for accrued work time up to the date of entering Educational Leave and shall continue to earn credit while on leave for the purpose of promotion, accrued annual leave, accrued sick leave and seniority.

11.1.4 Employees may be granted leaves of absence with pay for educational purposes, not to exceed one (1) month in any calendar year, to attend conferences, seminars, briefing sessions, or other functions of similar nature that are intended to improve or upgrade the individual's skill or professional ability.

11.2 Civil Leave

- 11.2.1 Civil Leave with pay shall be allowed to permit an employee to serve as a juror or to testify in any Federal, State or Municipal court when a subpoena compels such testimony, provided the employee is not a party to the action. An employee must notify their immediate supervisor and show proof of compensation, if requested by the supervisor.
- 11.2.2 Civil Leave may be allowed by a Department Head to permit an employee to exercise their voluntary civil duties.
- 11.2.3 Each employee who is granted Civil Leave and who, for their performance of civil duties involved, receives any compensation, shall be paid by the County for the time they are absent only for the excess amount of their regular salary over the compensation received for said civil duties. Should an employee be called for jury duty, the County may request the Court to excuse them.

11.3 Military Leave and Re-employment of Returning Veterans

- 11.3.1 Paid Military Leave, not to exceed twenty-one (21) days, shall be granted to those members serving in the armed services who are activated for military duty, training or drills in accordance with RCW 38.40.060 and any other applicable State and or Federal laws.

An employee whose military spouse or registered domestic partner is activated during a period of military conflict is entitled to fifteen (15) days of unpaid leave in accordance with 49.77 RCW. Employee may elect to use accrued leave to substitute for the unpaid leave.

Additionally, injured Service Member Leave and Active Duty Family Member Leave shall be in accordance with the amended Federal Family and Medical Leave Act that provides for twenty-six (26) weeks of unpaid Injured Service Member Leave and twelve (12) weeks of unpaid Active Duty Family Member Leave. Employee may elect to use accrued leave to substitute for unpaid leave.

- 11.3.2 Any additional authorized Military Leave shall be charged to leave without pay or annual leave at the option of the employee.
- 11.3.3 The right of re-employment of returned veterans and others shall be granted in accordance with RCW 73.16.0333 and any other applicable Federal and or State Law.

11.4 Domestic Violence Leave

The County agrees to grant leave for victims of domestic violence, sexual assault, and stalking in accordance with (RCW 49.76).

11.5 Family Leave

The County agrees to grant Family Leave in accordance with applicable Federal and State laws. While on Family Leave, employees will be required to utilize sick leave to the extent it has been accrued. However, employees may, at their option, elect to preserve up to 5 days of sick leave after using the remaining of their sick leave balance. **If an employee is taking leave under Washington State Paid FMLA (PFMLA), they cannot be required to use their own leave.**

11.6 Leaves: General Provisions

11.6.1 Leave — Without Pay – When Permitted

Leave of absence without pay may be allowed for a specific period for any reasons applicable for:

~~11.6.1.1~~ ~~Leave with pay.~~

11.6.1.21 Any periods beyond those covered by permissible leave with pay.

11.6.1.32 Military, U.S. Public Health Service, Peace Corps, VISTA

11.6.1.43 Educational Leave

11.6.1.54 Maternity Leave

11.6.1.65 In accordance with 11.4

~~11.6.1.7~~ ~~In accordance with 11.5~~

11.6.2 Leave — Exceptions to Limitations

Leave of absence without pay shall not be allowed to an extent aggregating more than twelve (12) calendar months in any consecutive period of five (5) years except for Educational Leave which will be allowed to conform to the period of actual attendance at an accredited institution of higher learning. Limitations shall not apply to military, U.S. Public Health Service, Peace Corps or VISTA.

11.6.3 Leave Prohibitions — Exceptions Exclusions

Leave of absence without pay except for military, U.S. Public Health Service, Peace Corps, VISTA and maternity, shall not be authorized in any case when such leave shall operate to the detriment of the County service.

11.6.4 Leave — Anniversary Date — Effect — Exceptions

When an employee is on leave of absence without pay for any period in excess of fifteen (15) calendar days, except military, U.S. Public Health Service, Peace Corps, VISTA service, maternity or on leave following injuries sustained while performing their position duties for the County, the anniversary date and periodic increment date of said employee shall be moved forward in an amount equal to the entire duration of the leave of absence. A leave of absence without pay of fifteen (15) calendar days or less will not affect the anniversary date.

11.6.5 Leave — Return From – Status – Rules

Employees reporting to work at the expiration of an authorized leave of absence shall be employed in the same position or in another position within the same geographical area in the same classification and salary range and step as that was held at the same classification and salary range and step as that was held at the beginning of such leave of absence, provided that such return to employment will be in accordance with the rules governing reduction-in-force and any other applicable rules.

11.6.6 Leave – Absence – Unauthorized – Effect

Absence that is not duly authorized shall be treated as absence without pay, and in addition, may be grounds for disciplinary action. Upon return from unauthorized leave of absence, the employee shall give a written statement to their Department Head explaining the nature of their absence.

11.6.7 Requests – Content

All requests for leave of absence shall be in written form stating the reasons and estimated duration and approved by the employee's Department Head in advance of the effective date, except as provided for in the Sick Leave and Vacation provisions.

ARTICLE 12
COMPENSATION AND PAY PLAN

12.1 Wages – ~~Local 17 members will use the expanded wage table for appropriate salary range.~~

~~For 2018, a 2.0% COLA will be effective January 1, 2018~~

~~For 2019, a 2.0% COLA will be effective January 1, 2019~~

~~For 2020, a 2% COLA will be effective January 1, 2020~~

On the 1st pay period of the month following ratification and approval by the Board of County Commissioners, all employees will be placed at the step closest to their current hourly on their classification's wage scale listed in Appendix A, without taking a pay cut.

The following will also be completed upon ratification:

- **Effective the first full pay period following January 1, 2022, the scale will be increased by 2.58%. Any employee who has a hourly wage above the tope of the wage scale for their classification, will receive a lump sum payment equal to the COLA increase.**
- **Effective the first full pay period following January 1, 2023, the scale will be increases by 2%. Any employee who has hourly wage rate above the top of the wage scale for their classification, will receive a lump sum payment equal to the COLA increase.**

12.2 Employees shall be compensated according to the wage schedule attached to this Agreement and marked Appendix A_[ESA7].

12.3 During the life of this Agreement, the assigned salary ranges shall not be changed without prior written agreement of the parties' signatory to this Agreement^[ESA8].

12.4 The Union and the County agree to abide by the provisions of the County Pay Administration Plan^[ESA9].

12.5 Step Increases:

12.5.1 ~~Step increases shall be based solely on performance. Performance will be evaluated via the Department's performance appraisal system.~~^[ESA10] **Beginning January 1, 2022, employees will no longer receive a step increase on their annual step increase date and all employees will receive a step increase upon the first full pay period following January 1 each year provided supervisor indicates satisfactory performance.**

~~12.5.2 Anniversary dates will be used to determine when an employee may be considered to receive a step increase.~~

~~12.6 Step Increase Process:~~

~~12.6.1 Maintain status quo during 2018: step increases for both new hires and regular employees hired after October 1, 2014, will be 2.56%~~^[ESA11].

~~12.6.2 Beginning in 2019:~~

~~12.6.2.1 13 step range will remain in place~~

~~12.6.2.2 New hires: first step increase after hire (at 975 hours/6 months) will always be 2.56%; subsequent step increases will be 5.12%.~~

~~12.6.2.3 Regular employees: scheduled step increases will be 5.12%~~

~~12.6.3 No employee shall suffer a loss or reduction in base pay.~~

~~12.6.4 This pay step system will apply only to employees currently on the 13 step system.~~

Examples^[ESA12]:

<p>Employee A: (new hire)</p> <ul style="list-style-type: none"> ● 2/1/18 — hired at step 1 ● 8/1/18 — 1 step increase to step 2 (2.56%) ● 8/1/19 — annual step increase to step 4 (5.12%) ● (annual step increases — 6, 8, 10, 12) ● 8/1/24 — final step increase from step 12 to step 13, increase of 2.56% 	<p>Employee D: (current employee, hired 2/1/16)</p> <ul style="list-style-type: none"> ● 8/1/17 — annual step increase, to step 3 (2.56%) ● 8/1/18 — annual step increase, to step 4 (2.56%) ● 8/1/19 — annual step increase, to step 6 (5.12%) ● (of annual step increases — 8, 10, 12) ● 8/1/23 — final step increase from step 12 to step 13, increase of 2.56%
<p>Employee B: (new hire)</p> <ul style="list-style-type: none"> ● 8/1/18 — hired at step 1 	<p>Employee E: (current employee, hired 2/1/15)</p> <ul style="list-style-type: none"> ● 8/1/17 — annual step increase, to step 4 (2.56%) ● 8/1/18 — annual step increase, to step 5 (2.56%)

<ul style="list-style-type: none"> ● 2/1/19 — 1st step increase, to step 2 (2.56%) ● 2/1/20 — annual step increase, to step 4 (5.12%) ● (annual step increases — 6, 8, 10, 12) ● 8/1/24 — final step increase from step 12 to step 13, increase of 2.56% 	<ul style="list-style-type: none"> ● 8/1/19 — annual step increase, to step 7 (5.12%) ● (of annual step increases — 9, 11) ● 8/1/23 — final step increase from step 11 to 13, increase of 5.12%.
<p>Employee C: (new hire in 2019)</p> <ul style="list-style-type: none"> ● 1/1/19 — hired at step 1 ● 7/1/19 — 1st step increase, to step 2 (2.56%) ● 7/1/20 — annual step increase, to step 4 (5.12%) ● (annual step increases — 6, 8, 10, 12) ● 8/1/25 — final step increase from step 12 to step 13, increase of 2.56% 	

12.76 Methods of Salary and Wage Payment

Two methods of payment of salary and wages will be offered:

1) Direct Deposit

The standard, default method of payment for salary and wages is by electronic transfer to the employee’s designated financial institution. Except as provided in Section 2) below, the newly hired employee will submit the “Authorization for Automatic Payroll Deposits” form in time for the preparation of their second pay period. The employee is responsible for informing the county of any changes in their designated financial institution.

Pay advices will be available to all employees in accordance with federal and state employment law and regulations.

2) Physical Checks

A check (warrant) will be printed and delivered (or mailed) to the employee only in the following situations:

- a) The first paycheck of a new hire for permanent position;
- b) The last paycheck coinciding with or following separation from employment;
- c) A paycheck produced solely to correct an error; or
- d) A paycheck mailed to the employee only if the employee does not maintain an account at a financial institution. The employee must designate a mailing address and sign an acknowledgement that the check will be mailed using USPS on payday. The employee is responsible for informing the county of any changes in their mailing address.

12.87 Longevity:

A monthly longevity bonus will be paid to an employee, in addition to employee's regular rate of pay, if the employee has continuous service from the time of appointment to regular full-time employment. Payments will be calculated as follows:

<u>Continuous Service</u>	<u>Monthly Amount</u>
Over 7 years	\$ 40.00
Over 10 years	\$ 75.00
Over 15 years	\$ 100.00
Over 20 years	\$ 150.00
Over 25 years	\$ 200.00

~~12.9 Parity/Me Too Clause During the three (3) year [ESA 13] term of this labor agreement, if a COLA or changes in insurance benefits are granted by Spokane County to the Public Works Guild (PWG) or Mater Contract, the following will apply:~~

- ~~• Interest arbitration groups are specifically excluded as a comparison bargaining unit and this Parity/Me Too clause;~~
- ~~• Local 17 members will receive the same change effective the same date as when the change is effective in the PWG or Master Contract for only those Local 17 members on the payroll on the effective date of any change. For example, if a Local 17 member's employment is severed prior to the change being effective, this employee is not eligible for the change; and~~
- ~~• If the PWG or Master Contract receiving the change provided a trade off or concession in exchange for the change, Local 17 will have to match the trade off or concession to receive the benefits of the change.~~

ARTICLE 13
MEDICAL, DENTAL, LIFE INSURANCE

13.1 Medical/Dental/Life

13.1.1 Medical/Dental - The Employer agrees to provide two (2) medical plans; the Preferred Provider Plan (PPO) and a Health Maintenance Organization (HMO). The county agrees to maintain current level of benefits during the term of this Agreement to meet with the Union regarding benefit changes, introduction of alternate medical plans and any item that will assist both the County and the Union to consider cost containment issues. Any modifications to the medical benefits during the term of this Agreement shall be by mutual agreement only.

Effective January 1, 2018, the Employer's premium share for Medical/Vision and Dental coverage will be based on the following percentages of the total cost of the coverage:

Employee	5%
Employee & Child(ren)	10%
Employee & Spouse	10%

Full Family 10%

- 13.1.2 Employee's monthly premium sharing costs will be set up to be paid with pre-tax dollars and the Employee's monthly premium share will be split over the two pay periods in the month.
- 13.1.3 For clarification purposes the premium share formula contained in Article 13.1.1 applies to both Dentals plans.
- 13.1.4 No provision for retiree medical plan.
- 13.1.5 No double coverage for employees of County. **when both spouses work at Spokane County.**
- 13.1.6 The major elements of the medical plans shall be as follows:

(HMO) Kaiser Permanente	(PPO) Premera
\$200/\$600 Deductible	\$500/\$1,500 Deductible
90% Coinsurance	80/60% Coinsurance
\$30 Office Visit Co-pay	\$30 Out of Pocket + Deductible
Individual \$1,000 Coinsurance Max + Deductible	Individual \$2,000 Coinsurance Max + Deductible
\$15/\$30/\$50 RX Retail 2 x RX Retail for RX Mail Order	\$15/\$30/\$50 RX Retail 2.5 x Retail for RX Mail Order
Mandatory Generics	Mandatory Generics
\$150 ER Co-pay	\$150 ER Co-pay
\$150 Vision Hardware every 24 months	\$300 Vision Hardware per calendar year

13.2 The medical and dental eligibility will begin the ~~first day of the month following completion of sixty (60) days of employment.~~ **based on hire date. If an employee is hired between 1st – 15th, benefits begin first of the next month and between 16th to end of month is first of following month.**

13.2.1 ~~Seasonal workers continuously employed year after year, will not be required to satisfy waiting period described above unless they have a break in their seasonal employment.~~ When a continuously employed seasonal worker returns for the seasonal employment and enters service between the 1st and the 15th of the month, they will be eligible for insurance coverage the beginning the 1st of the following month. If the service date begins between the 16th to the end on the month, insurance coverage will start beginning the 1st of the second month after start date.

13.3 Employees separating from service between the 1st and 15th of the month shall retain their coverage through the end of the month. Those employees separating between the 16th and the end of the month shall retain their coverage through the end of the following month.

13.4 Dental

The County shall provide family dental insurance for employees covered by this Agreement for the life of the Agreement.

13.5 Life Insurance

The Employer agrees to provide and pay the full premiums for a \$25,000 Employee Life Insurance Policy effective April 1, 2018. Supplemental life insurance is available at the employee's option and eligibility. The expense of the supplemental insurance is that of the employee.

13.6 Disability Insurance^[ESA14]

13.6.1 The employer shall provide and pay premiums for a disability insurance plan. Employees covered by this Agreement on or before June 1, 1990, shall be given a one-time, irrevocable choice of the following:

13.6.1.1 Continue receiving the sick leave benefits specified in Article 8 without coverage under the disability insurance;

13.6.1.2 To be covered by disability insurance and a modified sick leave plan which limits the maximum accumulation to seventy-five (75) days and allows no payoff of accumulated sick leave upon termination.

13.6.2 Current employees electing disability insurance and modified sick leave coverage who have accumulated sick leave in excess of seventy-five (75) days shall retain sick days until they are used. Such employees shall not earn additional sick time until their accumulated sick leave is less than seventy-five (75) days.

13.6.3 Employees hired after June 1, 1990, shall be covered by the disability insurance and modified sick leave plan.

13.7 Continuation of Insurance

Any employee eligible for sick leave and annual leave benefits, who is unable to resume the duties of his or her employment by the County because of proven illness or injury, shall for a period of six (6) months after exhaustion of said leave and annual leave benefits, continue to be provided the County contribution toward group insurance benefits.

13.8 Affordable Care Act Taxes - The Parties agree to avoid health care benefits from being taxed ^[ESA15](Cadillac Tax). assessed a fee or penalized by any State or Federal mandate regarding health care plans. The Parties agree that if the health care plans are projected, by a third-party

consultant (insurance brokers). to be subjected to the Cadillac Tax, the County has the option to unilaterally eliminate the Flexible Spending Account (FSA) or unbundle Vision from the health care plans as measures to avoid the Cadillac Tax, fees or penalties.

If the Parties health care plans are projected, by a third-party consultant (insurance brokers). to be subjected to the Cadillac Tax, fees or penalties and plan design changes are necessary to avoid the Cadillac Tax, fees or penalties, Article 11.1 Medical Insurance will automatically open for negotiations.

A Health Care Committee (one member from each local) will negotiate changes to the health care plans to avoid any assessment (tax, fee or penalty) from June -August of the year prior to the assessment being imposed.

- 13.9 Members who divorce their spouse or terminate Domestic Partnership must notify the employer within thirty (30) calendar days of the date of the divorce/termination or may be subject to discipline under the terms of this Agreement.

ARTICLE 14 **CLASSIFICATIONS**

14.1 Definitions

14.1.1 For the purpose of this Agreement, the following definitions shall apply:

14.1.1.1 Regular Employee - shall be an employee who is a member of the bargaining unit and has successfully completed the probationary period following their initial hire.

14.1.1.2 Probationary Employee - shall be a newly hired employee of the County during their probationary period.

14.1.1.3 Seasonal Employee - shall be an employee of the County who is hired for a specific period of time exceeding five (9) months and not exceeding nine (9) months.

(a) Extended Seasonal employees shall be members of the Union and covered by the terms of this Agreement, with the exclusion of promotional provisions, recall provisions and seniority rights provisions.

(b) Extended Seasonal employees shall receive one (1) personal holiday for each seasonal period of time worked exceeding five (3) months, and will earn vacation and sick leave at the rate of one (1) day for each month worked. Extended Seasonal employees who are rehired on a consecutive yearly basis will receive (1) paid holiday and earn vacation and sick immediately.

(c) If the extended seasonal employee is rehired, accrued sick leave from the prior season will be carried over to the current season of employment.

Accrued vacation will not be carried over and will be paid off when the seasonal employee is separated from employment.

(d) Extended Seasonal employees shall receive a salary step increase after six (6) months of employment. Seasonal employees who are rehired on a yearly basis will progress through the salary steps in the same manner as a regular employee.

(e) Rehiring of extended seasonal employees on a year to year basis is at the discretion of the employer.

14.1.1.4 The County shall not use temporary or extended seasonal employees to supplant regular full time employees.

14.2 The Department will provide to the Union a complete Table of Organization Chart of Engineering and Utilities Department positions, including the number of positions, in January of each year. The Department will notify the Union of any vacant positions that are proposed to be eliminated.

~~14.3 Positions and Classification Specifications~~

~~14.3.1 Position: Single job. An aggregate of duties and responsibilities assigned by Department management to be performed by one employee within the Department.~~

~~14.3.2 Classification: One or more positions that are sufficiently alike with respect to duties and responsibilities to warrant using the same title, qualification requirements, and pay grade. Different positions within a classification may use different selection factors and recruitment processes.~~

~~14.3.3 The County agrees to update the classification specifications in a timely manner. The Union will have the opportunity to negotiate the impact from changes to the existing classifications.~~

~~14.4 Creation of New Classifications~~

~~When the Department wishes to create a new classification within the bargaining unit, the following procedure shall apply:~~

~~14.4.1 A job analysis form shall be submitted by the Department to Human Resources for evaluation.~~

~~14.4.2 Human Resources, in collaboration with the Department, will evaluate job duties and responsibilities of a proposed position. If it is deemed appropriate, a new classification will be designated by Human Resources. If the duties and responsibilities of a new position or a reclassification fit within an existing classification, it will be designated as such.~~

~~14.4.3~~ After Human Resources designates the new classification, the Union shall have twenty (20) calendar days following receipt thereof to review the determination, and during this period request to negotiate the impact of implementation. In the event that no agreement is reached, the matter may be referred to Step 4 (arbitration) of the grievance procedure.

14.53 Out of Class Pay

~~14.53.1~~ An employee who has been assigned by management or their immediate Supervisor to perform the essential duties of a higher job class for more than one half (1/2) of a day and requests out of class pay their time card shall be paid for all such work at the higher rate of pay. The minimum increase will be equivalent to at least two step (5.12%) increase over the employee's regular rate of pay not to exceed the maximum compensation of the higher classification. Written/verbal approval shall be obtained from management or the immediate supervisor prior to working out of class, and shall be signed off on the employee's timecard. **When an employee performs work at the request of the Department Head, Elected Official or designee for two (2) hours or more in a work day, in a classification above that in which the employee is normally classified, the employee shall be paid for such work at the rate assigned to the higher classified position at the closest Step that results in a 5% increase in pay, but does not exceed the range of the higher classification. Out of class pay will not be authorized in any case if there is no position in the department/division in the classification for which out of class pay is being requested. The employee must meet the minimum requirements of the higher classification in order to be assigned the out of class, and essential functions of the higher job classification and be paid the out of class pay if the temporary work is out of class.**

~~14.53.2~~ The employee must meet the minimum requirements of the higher classification in order to be assigned the out of class, essential functions of the higher job classification. In the event the out of class assignment is expected to be temporary, but is expected to exceed six (6) months, a competitive recruitment following the normal procedure will take place. It will be made clear to those applicants that the assignment is temporary and what the expected duration will be. If the selected employee is a current bargaining unit member, that employee's seniority within the bargaining unit will be continuous, uninterrupted and will continue to accrue during the time of temporary assignment.

~~14.5.3~~ If the employee works continuously in the higher classification for nine (9) months, the position may be submitted by Human Resources, Department Management or the employee for reclassification consideration in accordance with Section 5 of this Article. If the reason for the continuous higher classification work is due to the regularly assigned employee being on leave due to an extended injury or illness, the parties will meet to discuss the issue.

~~14.64~~ Reclassifications The Union may make requests to the Department Head and/or designee, along with Human Resources, to review up to three (3) individual positions to see if the employees are working out of their classification.

If after review, Human Resources and the Department Head and/or designee agree that the employee is working outside of their classification, the following option may take place:

- 1) The Department Head and/or designee may reassign the additional duties to the appropriate classification or,
- 2) The Department Head and/or designee decide to post the reclassified position, the normal hiring procedure under Article 15 will be applied.

If after review, Human Resources and the Department Head and/or designee disagree that the employee is working outside of their current classification no further action will be taken.

~~14.6.1 Requests:~~

~~14.6.1.1 Requests for reclassification may be the result of either a nine (9) month or greater assignment working out of class, or a significant change in duties and responsibilities. All requests shall be submitted on a standard reclassification form.~~

~~14.6.1.2 Positions submitted for reclassification consideration, related to a nine (9) month out of class assignment must have the Department Head or designee's signature concurring with the request for reclassification consideration. The Department Head or designee shall have 10 working days to respond in writing to the request and/or forward the request to HR.~~

~~14.6.1.3 Regarding positions submitted for reclassification consideration due to a significant change in job duties, the employee or Department must detail those duties that are contained within the class specification, which the employee is seeking to move to that are not contained within the employee's current class specification. Additionally, the requester must specifically detail how long they have been performing the duties for more than 50% of their work time as well as how long that type of assignment is expected to continue. Such requests must also have the Department Head or designee's signature concurring with the request for reclassification consideration. The Department Head or designee shall have ten (10) working days to respond in writing to the request.~~

~~If there is no concurring signature from the Department Head or designee in either case described in 14.6.1.2 or 14.6.1.3 above, the employee must discontinue performing the out of class duties that formed the basis for the request. Additionally, the supervisor must assure there is no assignment of out of class duties. If the employee and supervisor agree on the body of work and the work continues to be assigned but there is disagreement on the proper classification, the reclassification request may be submitted to step 3 of the grievance procedure.~~

Once Human Resources has received the reclassification request, they will respond within thirty (30) days as to their determination of reclassification. The parties may mutually agree to extend the thirty (30) days.

~~14.6.1.4 If agreed to, and approved, the effective date of the reclassification shall be the tenth (10th) working day after the request was submitted by the employee to the Department Head or designee.~~

~~14.6.1.5 If there is disagreement by the Department Head or designee, the reason for the disagreement will be discussed with the employee and the Union. The employee and Union will have ten (10) working days to address and revise the area(s) of disagreement. If the revised request is received by the end of the ten (10) working days, and if agreed to and approved, the effective date of the reclassification shall be the tenth (10th) working day after the request was initially submitted by the employee to the Department Head or designee.~~

~~14.6.1.6 If a revised request is not received by the end of the ten (10) working days, the effective date of the reclassification shall be the tenth (10th) working day after any subsequent submissions have been agreed to and approved by the Department Head or designee.~~

~~14.6.1.7 If there is no concurring signature from the Department Head, designee or Human Resources after attempts are made to resolve the disagreements, the employee may submit the reclassification request to step 4 (arbitration) of the grievance procedure.~~

~~14.6.1.8 No employee shall be allowed to request reclassification consideration if it has been less than one year from the date of the last reclassification determination.~~

14.65 Recruitment/Retention:

14.65.1 In the event there is a recruitment or retention problem indicating the relative market value of the classification may need reviewing the Union, the Department or Human Resources may request a job analysis and/or salary survey be conducted to determine the appropriateness of the salary, even when there is no significant change in duties and responsibilities or there is no nine month out of class assignment. In the event the results of that study indicate the salary needs adjusting, the parties agree to negotiate the impact of the adjustment on the affected employees.

14.65.2 Reclassified positions with no incumbent, and newly created positions, shall be posted in accordance with Article 15.

14.65.3 Advancement for positions with 1 - 2 Classification Specifications:

14.65.3.1 Certain positions within the bargaining unit have Classification Specifications are called 1-2 positions. Generally, it is anticipated that an employee will start at the level 1 (entry) position, and will gain the skills, experience, and applicable license/certification to be advanced

to the level 2 (journey) position, as defined by the class specification and determined by the Division Head.

14.65.3.2 When the minimum requirements of the higher classification, are met, a request to be considered for advancement can be submitted. The request shall be in writing on a standard job analysis request form, provided by the County Human Resources Department and shall be submitted directly to the Division Head.

14.65.3.3 The Division Head shall have ten (10) working days to provide a written response to the request, or to concur and forward the request to Human Resources. In a case where the Division Head does not complete the evaluation of the request in the allotted time, but the request is subsequently approved for reclassification, the effective date for the reclassification will be the tenth (10th) working day after the date that the reclassification request form was originally submitted to the Division Head for consideration.

14.65.3.4 Once the Human Resources Department has received the reclassification request form, they will respond within fifteen (15) working days as to their determination of the advancement. If the advancement is agreed to and approved by Human Resources, the effective date of the advancement will be the tenth (10th) working day after the job analysis request form was submitted to the Division Head.

ARTICLE 15

HIRING-PROMOTIONS-TRANSFERS-PROBATION

15.1 Vacancies

15.1.1 Posting Information Application

Whenever it is necessary to fill vacancies in existing positions or newly created regular positions, the following procedure shall be utilized:

15.1.1.1 A description of the position shall be posted for a minimum of ten (10) working days in a place conspicuous to the employees.

15.1.1.2 One (1) copy of the description shall be given to each steward.

15.1.1.3 The description shall include information describing the job and the desired qualifications for the information of the applicant. The posted description will designate the location (or person) where completed applications are to be submitted.

- 15.1.1.4 Applicants for the initial posting shall be notified of any subsequent vacancies in the classification, which are to be filled from the posting.
- 15.1.1.5 Each posting shall include a space at the bottom for interested regular employees in the bargaining unit to sign the posting indicating their interest.
- 15.1.1.6 Regular employees and probationary employees in the bargaining unit who are interested in the vacancy must sign the posting and submit a completed County employment application to the location (or person) designated on the posting.
- 15.1.1.7 A separate application must be submitted for each position posted.
- 15.1.1.8 A regular employee who is on authorized leave during the posting period will be permitted to submit an application within three (3) working days after expiration of the posting period, except for entry level positions.
- 15.1.1.9 Posted vacancies shall be filled within thirty (30) calendar days after posting closes, or the Union shall receive written explanation from the County, as to the reasons said vacancy was not filled.

15.1.2 Appointments to Vacancies

Vacancies in existing regular positions, or newly created regular positions, in the bargaining unit shall be filled in the following manner:

- 15.1.2.1 Initial consideration for filling a vacancy shall be given to regular employees who were members of the bargaining unit at the time of the posting and who **are deemed, by the interview panel, to have the necessary qualifications and abilities to be successful in the position.** ~~have the necessary qualifications as agreed to between the Union and the County.~~ Probationary employees who have served a minimum of six (6) months may be considered.
- 15.1.2.2 Interviews of candidates for all vacancies within the bargaining unit shall be conducted by a panel comprised of a minimum of three (3) interviewers, including at least one employee appointed by the Union.
- 15.1.2.3 Reviews of internal applicants for existing and newly created positions shall be based on the employee's ability to perform the work, and work record.
- 15.1.2.4 Reviews of internal applicants who are seeking to voluntarily demote or to transfer from their current position to another position within the same job classification may include a review of staffing needs, the priority of work performed in the applicant's current position and the applicant's skills.
- 15.1.2.5 Where employees' ability and work records are equal, the following order of ^[ESA16] preference shall be given to applicants:

- 15.1.2.5(a) Regular employees voluntarily demoting.
- 15.1.2.5(b) Regular employees seeking to transfer from their current position to another position within the same job classification.
- 15.1.2.5(c) Regular employees seeking to promote.
- 15.1.2.6 Promotions shall be determined through a competitive evaluation process, which will be equally applied to all applicants.
- 15.1.2.7 If disputes arise over promotions, prior to initiating a formal written grievance procedure, the employee, steward or representative shall request and be provided with management's justification of selection of promotional applicants. The request shall be directed to the Department Head or their designee.
- 15.1.2.8 Should no regular/probationary bargaining unit employee apply or meet the ~~minimum [ESA17] requirements~~ **necessary qualifications and abilities** for a vacant position, then applications may be solicited from **any external candidate**. ~~seasonal employees, temporary (extra help) employees, and personnel outside the bargaining unit. The application process for seasonal employees, temporary employees, and outside personnel will be conducted by the Human Resources Department using their usual procedures. If the only application submitted is from a probationary employee, management retains the ability to solicit applications generally with the Human Resources Department using their usual procedures.~~
- 15.1.2.9 When filling a vacancy within the Department but outside the bargaining unit, consideration shall be given to interested and qualified employees within the bargaining unit.
- 15.1.2.10 Advanced step placement may be awarded to existing employees upon promotion or transfer if the employees' experience and/or education merits the advance placement.**

15.2 Probation

15.2.1 New Employee - Trial Service Status - Time Limits

- 15.2.1.1 A newly hired employee must serve a one (1) year probationary period. During the probationary period, the Department Head or their designee shall have sole discretion to discharge such employee without recourse by the employee to the grievance procedure.
- 15.2.1.2 Should an employee fail to satisfactorily complete the probationary period, the Department Head or their designee may extend the probationary period up to a maximum of six (6) additional months, with the written consent of the Union and the employee.

15.2.1.3 Upon satisfactory completion of the probationary period, the new employee shall be given regular status in that position.

15.2.1.4 Seasonal employees who become regular employees shall be hired at a minimum rate of pay equivalent to their current pay step. (Subject to the provisions of Article 15.2.1)

15.2.2.0 Regular Employees^[ESA18]

15.2.2.1 Promotional or Transfer Trial Service-Time Limit

15.2.2.1(a) Regular employees of the Departments who are or transferred to fill a vacancy must satisfactorily complete a six (6) month trial service period.

15.2.2.1(b) Upon satisfactory completion of the trial service period, the employee shall be given regular status in that position.

15.2.2.2 Counseling-Evaluation-Reversion-Appeal

15.2.2.2(a) At the conclusion of the third month of the trial service period, the supervisor shall conduct an performance review, signed by the employee, which shall reflect the employee's performance to that date.

15.2.2.2(b) Should an employee fail to satisfactorily complete the trial service period, the employee shall be automatically reverted to a position in their former classification in the case of promotion, or to a similar position in the same classification in the case of transfer.

15.2.2.2(c) If the performance of the employee has not been found satisfactory, the Department Head will so inform the employee in writing, thirty (30) days or more prior to the anniversary date.

ARTICLE 16
SENIORITY, LAYOFF AND RECALL

16.1 Seniority Defined

16.1.1 Seniority shall be defined as total length of unbroken service within the bargaining unit as a regular employee.

16.1.2 For purposes of computing seniority, all leaves except leaves of absence granted during a new employee's probationary period, shall be considered as time worked.

16.1.3 Seniority for regular part-time/percentage employees shall be pro-rated based on the employee's percentage effective 01/01/03. (For example: An 80% employee will accrue 80% seniority.)

16.1.4 Employees who are laid off as a result of a reduction in force and who are reinstated shall retain full seniority except for the period of time of the layoff.

16.2 Loss of Seniority

An employee's earned seniority shall be lost for any of the following reasons:

16.2.1 Discharge or resignation of the employee.

16.2.2 Inability to return to work after one (1) year's sick leave, except for on-the-job injuries in which case the parties may mutually extend the period in writing.

16.2.3 Failure to report to work on the first work day or shift following the expiration of an authorized leave of absence without an authorized extension.

16.2.4 Layoff, which exceeds an eighteen (18) consecutive calendar month period.

16.2.5 Failure, when on layoff status, to report to work within the prescribed time period to be back on the job shall constitute a refusal to work.

16.3 A seniority list shall be brought up to date in January of each year and shall be posted in a conspicuous place in the field and office worksites. One (1) copy of the seniority list shall be provided to each Steward.

16.4 Layoff

The County shall notify the Union in writing at least thirty (30) days in advance of any anticipated layoff of a regular employee. The notice shall include the name of the division, classification(s), and employee(s) identified for layoff. For purposes of this Article, the Union will be considered the Chapter President and Union Representative.

16.4.1 In the event of layoff for any reason within a Division, of any or all employees, for a definite or indefinite period of time, employees shall be laid off in their inverse order of seniority from the affected "family" (see attachment "A") within the Division in the following order:

16.4.1.1 Temporary employees

16.4.1.2 Seasonal employees

16.4.1.3 Probationary employees

16.4.1.4 *Regular employees

(*includes full-time, part-time and percentage employees)

16.4.2 Lay-off of regular employees shall be based on their bargaining unit seniority, provided that the retained employees have the ability and qualifications to perform the remaining work within a *reasonable amount of time, and further provided that management determines that all retained employees meet the minimum requirements for the position into which they would move. (*Reasonable amount of time shall be defined as up to six months (hereafter referred to as "layoff probationary period"). During the layoff, probationary period, management will conduct performance evaluations at 60, 90, 120 and 150-days. During the layoff, probationary period,

performance targets will be outlined and utilized by management in the evaluation process. Evaluations by management will include feedback and discussion of the employee's progress in achieving targets. Performance evaluations conducted during the layoff probationary period will not be subject to Article 6 of this Agreement. At management's discretion, the layoff probationary period may be extended to a maximum of an additional six (6) months, and performance evaluations will be conducted once every 30 days during this extended layoff probationary period.

16.4.3 Employees may elect to bump provided they have greater seniority and the ability and qualifications to perform the work of the person being bumped. (See table A for Engineering, B for Utilities seniority). Any persons bumped under the provisions of these sections shall be laid off or if eligible, may elect to bump another employee pursuant to the bumping procedures in the following sections 16.4.4 thru 16.4.9.

16.4.4 An employee who elects to bump shall have five (5) working days from the time of written notice of layoff to notify the County of their intent to exercise their bumping rights. An employee will forfeit bumping rights if written notice is not submitted within the five (5) days.

A regular employee who has received a potential layoff notice may select from the following options or be laid-off:

16.4.4.1 Bump within the division and within the same family into a lower Paying classification for which they are qualified.

16.4.4.2 Bump within the division, regardless of family, into a lower paying classification they have previously occupied.

16.4.5 Employees who elect to bump shall assume the status (full-time or part-time/percentage) of the position selected to bump.

16.4.6 A regular employee may offer to be voluntarily laid off provided the voluntary layoff would not adversely affect the Division and would require approval by the Division Head. Initial consideration shall be given to regular employees who volunteer to accept a layoff.

16.4.7 Employees who are laid off due to a reduction-in-force shall have their names placed on a reduction-in-force register in the order of their seniority as defined above.

16.5 Recall

16.5.1 Right of Re-employment

No applicant or employee shall be hired into any classification within the bargaining unit until all qualified employees within that classification on layoff status have been given the opportunity to return to work, provided the layoff period does not exceed eighteen (18) months.

16.5.2 Recall will be into a classification by bargaining unit seniority where the most senior employee will be recalled first.

16.5.3 A regular employee who is laid off shall have one opportunity to refuse a recall in their family, except if the employee is recalled to their previous position, in which case a first refusal will terminate the employee's recall rights.

16.5.4 An employee on the recall list who is offered temporary work may decline the offer without jeopardizing their recall rights.

16.5.5 An employee recalled from layoff shall not lose previously accumulated sick leave provided that employee must be re-employed within eighteen (18) months after layoff to retain these call back rights.

16.6 Offer of Re-employment Notice

16.6.1 An offer of re-employment shall be in writing stating the date of the first day of work and sent by registered or certified mail to the employee's last known address.

16.6.2 The employee shall bear the burden of notifying the Department in writing, of any change in address.

16.6.3 The employee shall be deemed to have received notice of the offer of re-employment within fifteen (15) calendar days after the County mails the notice.

16.6.4 Acceptance of Offer - Time Period - Begin Work

16.6.4.a An employee will have twenty (20) calendar days from the date the notice of recall is sent by certified mail in which to notify the County of whether they will accept the position. The County will consider the employee's failure to notify the County within the twenty (20) calendar days as a refusal.

16.6.4.b All notices shall be in writing.

16.6.4.c Upon acceptance, an employee shall be back on the job within five (5) working days after acceptance of said offer, or they shall forfeit all rights under this Article.

ARTICLE 17 **HOURS OF WORK**

17.1 Definitions

17.1.1 Office Employee

An employee who works a regular shift in the Public Works Building.

17.1.2 Field Employee

An employee who works in the field or at a construction site.^[ESA19]

17.2 Hours of Work

17.2.1 Basic Work Week - Basic Work Day

17.2.1.1 The normal work week for employees covered by this Agreement shall consist of five (5) consecutive days of work within any seven (7) day period. This shall not mean that alternative work schedules may not be offered and/or worked if mutually satisfactory to the Department and the employee(s).

17.2.1.2 The work day for all full-time bargaining unit employees shall consist of **eight (8) hours of work**. Time on the job shall be eight and one half (8 1/2) hours with a minimum one-half (1/2) hour for lunch

17.2.2 Rest Periods

One (1) fifteen (15) minute rest break will be provided during each one-half (1/2) work day.

17.3 Overtime

Work performed in excess of the normal hours performed in a work week or in excess of the normal hours performed in a work day shall be compensated at the rate of one and one-half (1 ½) times the employee's regular rate of pay except as provided for in Section 2, Article 10, Holidays. All overtime work and/or pay must be pre-authorized

Paid leave time (for example annual/vacation, sick, bereavement, holiday, compensatory) shall not be considered as work performed when calculating eligibility for overtime as specified above.

17.3.1 Compensatory Time

Each of the Divisions of Public Works (Engineering and Utilities) under this agreement may separately determine whether or not to allow for a compensatory time program. If a Division allows for a compensatory time program, the following provisions shall apply:

17.3.1.1 By mutual agreement between management and the employee, authorized in advance, the employee may have overtime work compensated by compensatory time off. If the compensatory time option is exercised, the employee's compensatory time is calculated the same as overtime. The compensatory time off will be accrued at one and one half (1 ½) hours for each hour of overtime worked.

17.3.1.2 Compensatory time off should be used within 12 months of the time it was earned, except as provided below for Engineering Division Family# 1 (Table A).

17.3.1.3 Employees in Engineering Division Family# 1 (Table A) will be allowed to accrue a maximum of two hundred forty (240) compensatory hours. The intent of this

high maximum accrual is to allow the employees working in Engineering Division Family# 1 (Table A) to accrue up to this level during the busy construction season. Additionally, for employees in Engineering Division Family #1 (Table A), the accrued compensatory time should be used prior to March 31 of the year following the construction season. Any compensatory balance not used by March 31 of each year will be paid to the employee in Engineering Division Family #1 (Table A) at the rate in effect at time of payout.

17.3.1.4 Employees in the other Families should not accrue more than 40 compensatory hours.

17.3.1.5 Compensatory time may be taken at times mutually agreed to by the employer and the employee. Failure on the part of the employer and employee to agree on when the compensatory time may be taken shall not be grievable.

17.3.1.6 Compensatory time on the books at the time of separation from service shall be paid at the rate of pay in effect at the time of separation.

17.3.1.7 At the time of transfer from Engineering Division Family #1 (Table A) to another Engineering Division Family, compensatory time on the books over 40 hours shall be paid at the rate of pay in effect at the time of the transfer. All compensatory time on the books will be paid at the rate of pay in effect at the time of transfer from one Division to another.

17.4 Change of Schedule - Call Back

17.4.1 Work Schedule Change - Notice

The County may change an employee's work schedule. Such change may include four (4) ten (10) hour days, however, at least three (3) working days' notice of change of working schedule shall be given to the employee except in emergencies.

17.4.2 Shift Schedule Change - Rate Differential

When a shift schedule change involves a period in excess of one (1) working day, the employee shall be paid a shift schedule differential rate of seventy-five (.75) cents per hour for all hours between 6:00 p.m. and 6:00 a.m. for the entire period of the shift schedule change.

17.4.3 Call Back - Minimum Hours

Whenever an employee is called back to work without prior notice after completion of their regular work day, they shall receive a minimum of three (3) hours pay at the overtime rate of pay for each separate call-back provided that payment for separate call-backs shall not overlap.

17.4.4 Holiday Call Back [ESA20]

In addition to the holiday pay provided under Article 10 when an employee is called back to work on an actual holiday (employees who are called back to work on an observed holiday that is not the actual holiday will be paid for work performed on the observed holiday in accordance with 17.4.3) the employee shall be paid overtime pay for the hours worked or eight (8) hours at straight time, whichever is greater, regardless of the number of call backs that occur on the holiday.

17.5 Standby - Traffic Sign/ Signal Technicians/Landfill Environmental Technicians/Utilities Employees

Traffic Sign ~~and~~ Signal Technicians ~~and~~ Landfill Environmental Technicians, as determined by the County Engineer, and Wastewater Operations employees ~~and~~ **Landfill Environmental Technicians**, as determined by the ~~Utilities~~ **Environmental Services** Director, who are regularly required to standby during off-duty periods, shall receive compensation, in addition to that specified in Appendix "A", for all such periods of standby as follows: **scheduled to be on "standby" during off-duty periods, shall receive compensation in addition to that otherwise specified in this Agreement for all such standby periods as follows:**

17.5.1 ~~3.50~~ **4.25** per hour will be paid for each hour on standby. Standby times begin:

- a) At the end of the regularly scheduled work shift Friday afternoon (i.e. 4:00 pm) to the beginning of the regularly scheduled work shift the following Monday morning (i.e. 7:00 am);
- b) At the end of the regularly scheduled work shift on Monday, Tuesday, Wednesday and Thursday afternoons (i.e. 4:00 pm) to the beginning of the regularly scheduled work shifts on Tuesday, Wednesday, Thursday and Friday mornings (i.e. 7:00 am); and
- c) At one minute after midnight on any of the holidays listed in Article 10, excluding Personal holidays, for a period of twenty-four (24) hours, ending at midnight on the calendar holiday.

17.5.2 It is understood that the ~~Utilities Division [ESA21]~~ "One Call" program will be included as part of this standby plan. **In the event an employee is on standby and is able to respond to a call by phone, text, email or other method without making a site visit, there shall not be any additional pay for responding to the call. However, if it is necessary for the employee to make a site visit in order to respond to the call, the employee shall be paid in accordance with Article 17.4.3, "Call Back – Minimum Hours."**

ARTICLE 18^[ESA22]
DISCIPLINE

18.1 Discipline - In General

18.1.1 ~~Basis for Action~~ **Administration**

In the administration of this Section, a basic principal shall be that discipline, other than termination, should be corrective in nature rather than punitive. 1st Written warnings will not be used as the basis for further disciplinary action after twelve (12) months. 2nd Written Warnings will not be used as the basis for further disciplinary after twenty-four (24) months if there have been no repeat offenses concerning the same matter. The employee shall have the right to Union representation at all disciplinary actions or measures. The employer shall inform the employee when a meeting or investigation may result in disciplinary action.

The Department Head or their designee may discipline an employee for just cause.

18.1.22 Progressive Discipline - Disciplinary Action

18.1.2.1 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions, however, where management determines that disciplinary action is warranted, it shall be imposed in a progressive manner.

18.3 Measures

18.3.1 Informal-

Coaching: Managers/Supervisors are responsible for communicating job expectations, monitoring employee's performance and behavior, and providing employees with direction so they can meet performance expectations for their position. If an employees' performance or behavior falls below standard, management should coach the employee as appropriate to help ensure they have a clear understanding of the expected job standard and behaviors, and to help ensure they have the resources and training needed to succeed in their role. Employees are encouraged to share with their supervisor any obstacles they encounter in performing their work so that together these challenges may be addressed.

18.3.2 Formal-

First Written Warning (given to the employee and a copy placed in the employee's personnel file)

Second Written Warning (given to the employee and a copy placed in the employee's personnel file)

Suspension (notice to be given to the employee and the Union in writing with reasons within one (1) working day of the suspension). At the employer's discretion, employee's annual leave balance can be used in lieu of an unpaid suspension. Seniority will still be adjusted for the length of the disciplinary suspension;

Discharge (notice to be given in writing to the employee, his/her steward will be notified in writing that the employee has been suspended and/or terminated.

~~18.1.2.2 The County may take the following disciplinary action:~~

- 18.1.2.2(a) Verbal Warning
- 18.1.2.2(b) Written Reprimand
- 18.1.2.2(c) Suspension Without Pay
- 18.1.2.2(d) Demotion
- 18.1.2.2(e) Discharge

18.4 Level and Severity of Disciplinary Action

The disciplinary measures above are listed from the least severe to the most severe. Repeat actions by the employee bringing about disciplinary measures may subject the employee to more severe measures. The level of the disciplinary action will be dependent on the severity of the incident.

~~18.1.2.3 The above are listed in order of increasing severity, and which disciplinary action taken depends upon the seriousness of the affected employee's conduct as determined by the Department Head or their designee. Other forms of disciplinary actions not listed above may be mutually agreed to by authorized representatives of the Union and County.~~

~~18.14.31 Representative Rights~~

~~At each stage of disciplinary appeal proceeding an employee has the right to Union representation.~~

~~18.2 Disciplinary Procedure~~

~~18.2.1 Suspension~~

~~The specified charges and duration of the action shall be furnished in writing to the employee not later than one (1) working day after the suspension becomes effective.~~

~~18.2.2 Demotion~~

~~18.2.2.1 The Department Head or their designee may demote an employee to a position at the next lower classification.~~

~~18.2.2.2 The specified charges and duration of the action shall be furnished in writing to the employee at least ten (10) working days prior to the effective date of the action.~~

~~18.2.2.3 The employee must meet the minimum qualifications for the class to which they are being demoted.~~

18.5 Suspension/Termination

The Employer shall not suspend/terminate any employee without just cause.

In cases of suspension/termination, the employee shall have the right to a pre-suspension/pre-termination hearing. He/she shall be presented either orally or in writing with the nature of the charges against him/her, the facts supporting them, and the

opportunity to respond to said charges. The employee shall have the right to have a Union representative present. The employee and his/her steward will be notified in writing that the employee has been suspended and/or terminated.

~~18.2.3—Discharge~~

~~18.2.3.1 An employee may be summarily dismissed for just cause if the Department Head or their designee believes that retention of the employee will thereby result in disruption of Departmental programs, damage to or loss of Departmental or County property or be injurious to County employees, fellow employees or the general public.~~

~~18.2.3.2 The Department Head or their designee, when applying summary discharge, shall notify the employee in writing of such action no later than one (1) working day after the action.~~

~~18.2.3.3 The notice of the action shall state the justification for immediate removal.~~

18.6 Severe Offenses

Severe offenses can result in severe disciplinary measures up to and including termination. Proven incidents of the following offenses may result in advanced disciplinary steps in accordance with Article 18.4.

- **Theft or conversion of time, money, materials or property from the County or other employees;**
- **Physical altercation or threats of physical violence;**
- **Willfully damaging County property or another employee's property;**
- **Falsifying records or documents;**
- **Abandonment – When an employee is absent for three (3) consecutive workdays and fails to notify their supervisor of an absence, it will be considered a voluntary resignation and severe discipline can result after a pre-disciplinary hearing (see Article 6.5.2) and the Union, with reasons, within one (1) work day of the discharge.**

~~18.2.46.1 Appeals From Discipline~~

Any regular employee who receives a written reprimand or is suspended, demoted or discharged may appeal such action. Appeals from the disciplinary action shall be initiated at the step level of the grievance procedure where the action was taken. Appeals of all oral reprimands shall be to the HR Director. The decision of the HR Director is final and binding.

18.2.5 Removal of Documents

- A. Adverse material or information related to alleged misconduct that is determined to be false and all such information in situations where the

employee has been fully exonerated of wrongdoing will be removed from employee files. However, the Employer may retain this information in a legal defense file and it will only be used or released when required by a regulatory agency (acting in their regulatory capacity), in the defense of an appeal or legal action, or otherwise required by law.

- B. ~~Oral reprimands will be removed from an employee's personnel file after twelve (12) months.~~
- C. Written reprimands will be removed from an employee's personnel file after two (2) years if:
 - 1. Circumstances do not warrant a longer retention period; and
 - 2. There has been no subsequent discipline of a similar nature; and
 - 3. The employee submits a written request for its removal.
- D. Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, and written reprimands not removed after two (2) years will be removed after five (5) years if:
 - 1. Circumstances do not warrant a longer retention period; and
 - 2. There has been no subsequent discipline of a similar nature; and
 - 3. The employee submits a written request for its removal.

ARTICLE 19
SAFETY

Policy - Rules - Compliance - Reporting

- 19.1 The Union and the County will cooperate in the endeavor to maintain and promote safe and non-hazardous working conditions and to encourage employees to accomplish their assigned duties in a safe, competent and workmanlike manner.
- 19.2 The County and bargaining unit employees acknowledge their obligation to comply with practices or standards as established by W.1.5.H.A.
- 19.3 Where safety practices and standards as specified by the County are higher than those required by State Codes, then County standards shall prevail.
- 19.4 It is the duty of every employee covered by this Agreement to comply with established Safety Rules of the County, promote safety and assist in the prevention of accidents.

- 19.5 It is the duty of every employee covered by this Agreement to report unsafe working conditions to their supervisor or the County Safety Officer. The supervisor shall see to the prompt investigation if warranted, and correction of any such conditions.
- 19.6 If an employee demonstrates to the supervisor's satisfaction, that the equipment he or she has been directed to operate is unsafe, he or she shall not be required to operate the equipment if the unsafe equipment places the employee in immediate risk of injury.
- 19.7 Drivers of County vehicles shall report to their immediate supervisor any needed repair, adjustment or replacement of inoperative or faulty equipment.

ARTICLE 20 **TRAINING**

20.1 Policy

- 20.1.1 The County and the Union agree that apprenticeship programs and/or on-the-job training programs may be established in the County Engineer's Office. Apprenticeship programs that are established shall consider the Federal Apprenticeship Standards. At the request of one party of this Agreement to the other, representatives of the County and the Union will meet to discuss and work out details regarding such programs.
- 20.1.2 The parties to this Agreement agree that they will discuss the development of a training program in a Conference Committee.

ARTICLE 21 **GENERAL CONDITIONS**

21.1 Travel and Transportation

21.1.1 Private Vehicle Usage

21.1.1.a No employee of the bargaining unit shall be required to provide a personal vehicle for use in County business.

21.1.1.b Employees who are requested to, and who do, use their private vehicle for County business shall, upon submitting a voucher, be reimbursed at a rate equal to the established County rate.

21.1.2 Travel for Official Business - Per Diem

Reimbursement for travel related to official County business shall be in accordance with the County's per diem policy.

21.2 Protective and Occupational Equipment

The Department will provide the specialized equipment such as items (i.e., pens, pencils, paper, calculators, etc.) necessary to perform assigned duties as determined by the Department.

21.3 Identification Badges

Employer agrees to replace employee identification badges at no cost to employee.

21.4 Reasonable Suspicion Substance Abuse Testing[ESA23]

Reasonable suspicion testing for alcohol (Breath Alcohol Content - BAC), marijuana (THC) (blood test) or controlled substances (Urine Analysis - UA) may be directed by the Employer for any employee when there is reason to suspect that alcohol, marijuana (THC) or controlled substance usage may be adversely affecting the employee's job performance or that the employee may present a danger to the physical safety of the employees or another. The employee and Union representation shall meet with Employer/Supervisor to assess the situation before any testing is warranted. Reasonable cause that an employee is under the influence of a drug and/or alcohol will be based on specific facts and/or reasonable inferences derived from those facts.

If Employee, Employer and Union representative are unable to resolve the situation and reasonable suspicion exists, employees must submit to alcohol, marijuana (THC) and/or controlled substance testing when requested by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he/she will be timely transported to an authorized testing facility by the Employer. The cost of transportation and reasonable suspicion testing, including the employee's salary will be paid by the Employer.

An employee who has a positive alcohol test and/or a positive controlled substance test may be subject to disciplinary action, up to and including termination.

21.4.1 If Employee, Employer and Local 17 representative are unable to resolve the situation and reasonable suspicion exists, employees must submit to alcohol and/or controlled substance testing when requested by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing they will be timely transported to an authorized testing facility by the Employer. The cost of transportation and reasonable suspicion testing, including the employee's salary will be paid by the Employer.

21.4.2 An employee who has a positive alcohol test and/or a positive controlled substance test may be subject to disciplinary action, up to and including termination.

ARTICLE 22
UNION ACTIVITY

22.1 Activities

22.1.1 Steward Activity - Representation - Appointment

22.1.1.1 It is not the intention of the County to provide time during working hours for the conducting of Union business; however, certain Union activities by their nature must be conducted during working hours when contact can be initiated between the employee, the steward and the supervisor or the Department Head.

22.1.1.2 Activities which may be conducted during working hours are as follows:

22.1.1.2(a) Contact between an employee and the steward regarding a grievance.

22.1.1.2(b) Grievance procedures including any hearings, except grievance committee meetings.

22.1.1.3 Any employee who takes part in any of the aforesaid activities must notify and receive permission from their immediate supervisor.

22.1.1.4 The Union shall, within ten (10) days after signing this Agreement, appoint a steward in the office, Utilities Department, Sign Shop/Signal Shop, and field office.

22.1.1.5 The name(s) of steward(s) so appointed shall be furnished to the County and be current.

22.1.1.6 The Steward shall see that the provisions of this Agreement are observed, and shall be allowed reasonable time to perform these duties during regular working hours.

22.1.1.7 Stewards shall not be prohibited from reasonable use of phones to contact the Union during working hours, provided it does not interrupt normal work duties.

22.1.2 Union Representative Activity

22.1.2.1 The Union Representative shall have the approval of the employee's immediate supervisor prior to making contact with the employee.

22.1.2.2 Soliciting of the employees for Union membership shall not be allowed during working hours.

22.1.2.3 Scheduling of such activities will be dependent on the work at hand.

22.1.3 Bulletin Board Space

22.1.3.1 The County shall provide bulletin board space for use of, and for posting of, Union material in areas accessible to members of the bargaining unit.

22.1.3.2 Provided there is pre-authorization from a division manager, the Union stewards and officers shall be allowed to post electronic mail notices on the County system. The notices must pertain to announcement of meetings, notice of election of officers and/or updates. In addition, such representatives may use the County electronic mail system for communications related to contract administration. In no circumstances, shall the use of the County equipment interfere with County operations

22.2 Union - Management Relations

22.2.1 Negotiations

22.2.1.1 Collective bargaining shall be accomplished during regular working hours whenever possible.

22.2.1.2 For this purpose, the County agrees that four (4) employees shall be allowed to participate in the discussions at the expense of the County where the bargaining is being accomplished during said working hours.

22.2.1.3 No employee covered by this Agreement shall be discriminated against by the County or the Union for upholding or opposing Union principles except as provided for in Article 3, Section 3, of this Agreement.

22.2.1.4 The Union Representative, after notifying the County official in charge, shall have access to the work location during business hours, providing they do not unduly interfere with the work of the employees.

22.2.2 Monthly Meetings

The designated stewards shall meet with the Human Resource Director and requested supervisors of bargaining unit members on the last working day of each month to discuss issues of interest and concern toward the goal of solving workplace problems. If the problems cannot be resolved at this level, they will be forwarded as items for the Conference Committee.

22.2.3 Employees shall not receive compensation for participating in negotiations, grievances, or any other Union activity when such activities or negotiations exceed regular working hours.

22.3 Authorized Agents

The County's principal authorized representative shall be the ~~Human Resource Manager~~ **Employee and Labor Relations Manager** or his/her duly authorized representative located at 824 N. Adams Street, Spokane, WA 99260, Telephone (509) 477-2880, except where a particular County representative is specifically designated by the HR Director or the ~~Human Resource Manager~~ **Employee and Labor Relations Manager** in connection with the performance of a specified function or obligation set forth herein.

The Union authorized representative(s) shall be Business Agents(s) of his/her duly authorized representative of the Professional and Technical Employees, Local 17, located at 2900 Eastlake Avenue East, Seattle, WA 98102, Telephone ~~(206) 328-7231 x103~~ **(509) 720-4758**. Email ~~Alexis~~**Suzie**@pte17.org or Union@pte17.org.

ARTICLE 23
CONFERENCE COMMITTEE

23. Joint Committee – Composition – Purpose – Frequency

The County and the Union agree to establish a joint Conference Committee under the following guidelines.

- 23.1 The Committee shall consist of four (4) representatives of the Union including the Union Representative or their designee and four (4) representatives of the County including the Department Head or their representative.
- 23.2 The purpose of the Committee is to deal with matters of general concern of either party, a particular section within the Department as a whole, as opposed to individual employee concerns.
- 23.3 The Committee shall function in a consultative capacity and shall not be considered a decision-making body.
- 23.4 Either the Union representatives or the County representatives may initiate a meeting to discuss any subject of a general concern which affects employees covered by this Agreement.
- 23.5 When either party desires to call a meeting of the Committee, they will inform the other party in writing stating the subjects they wish to discuss.

ARTICLE 24
WORK STOPPAGE AND LOCKOUTS

24.1 Work Stoppage

No work stoppages, strikes, slow-downs or disruptions of work of any kind shall be caused or sanctioned by the Union during the term of this Agreement; except that at no time shall employees be required to act as strike breakers to go through picket lines sanctioned by the Spokane Labor Council.

24.2 Lockouts

No lockout of employees shall be instituted by the County during the term of this Agreement.

ARTICLE 25
SAVINGS CLAUSE

- 25.1 Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision.
- 25.2 Upon issuance of any such decision, as described in Section 1, the parties agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.
- 25.3 Should any Article, Section or portion thereof be held to be unlawful or unenforceable, as described above, all other portions of this Agreement and the Agreement as a whole, shall continue in full force and effect and without interruption for the term thereof.

ARTICLE 26
SUBORDINATION OF AGREEMENT

It is understood that the parties hereto are governed by the provisions of applicable federal and state law. When any provisions thereof are in conflict with, or different from, the provisions of this Agreement, the provisions of said federal law or state law are paramount and shall prevail.

ARTICLE 27
SUPPLEMENTAL AGREEMENTS

This Agreement may be amended provided both parties mutually agree. Supplemental Agreements may be completed through negotiations between the parties at any time during the life of this Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental Agreements thus completed will be signed by the responsible Union and County officials. Supplemental Agreements thus completed shall become a part of the Agreement and subject to all its provisions.

ARTICLE 28
TERM OF AGREEMENT

- 28.1 This Agreement shall be effective as of the 1st day of January ~~2018~~ **2021** and shall remain in full force and effect through the 31st day of December, ~~2020~~ **2023**. Negotiations for a successor Agreement shall begin no later than ~~September 1, 2020~~ **November 1, 2021**. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination set forth in the following paragraph.

- 28.2 In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.
- 28.3 If a vacation buyback provision is offered to another Bargaining Unit during the term of this Agreement; the parties agree to reopen this Agreement for the limited purposes of negotiating a vacation buyback provision.

IN WITNESS WHEREOF; the parties hereto have set their hands this _____ day of _____, 2020.

FOR THE UNION _____

FOR THE COUNTY _____

PTE Local 17 Executive Director

Al French, Commissioner

Negotiating Team Member

Josh Kerns, Commissioner

Negotiating Team Member

Mary L. Kuney, Commissioner

Negotiating Team Member

~~Tim Hansen~~ **Ashley Cameron**, HR Director

Negotiating Team Member

~~Randy Withrow, HR Manager~~ **Josh Groat,**
Employee and Labor Relations Manager

Negotiating Team Member

PTE Local 17 Union Representative

Spokane County
and the
Professional and Technical Employees, Local 17

Appendix A
Local 17 Classifications and Salary Ranges

JOB CODE	JOB TITLE	AS OF (DATE)
100117	Office Technician 2	
100717	Office Technician 1	
100917	Admin Specialist 1	
101217	Admin Specialist 2	
111117	Clerical Supervisor 3	
120517	Accounting Technician 2	
121017	Accounting Technician 3	
121117	Accounting Technician 4	
123217	Administrative Services Tech	
165117	GIS Technician	
165317	GIS Technician 2	
165617	GIS Specialist	
213117	Stormwater Field Technician	
213217	Utilities Tech 2	
224217	Traffic Sign Tech 1	
226517	Traffic Sign Tech 2	
227417	Traffic Sign Tech 3	
228317	Chief Traffic Sign Technician	
228717	Traffic Sign Technician 4	
229917	Plans and Specification Tech	
230017	Map Technician	
230117	Engineering Tech Appr	
230217	Traffic Field Tech	
230317	Engineering Tech 2	
230417	Traffic Count Technician	
230517	Engineering Tech 2	
230717	Engineering Tech 3	
230817	Traffic Signal Technician	
231117	Traffic Signal Tech 1	
231217	Traffic Signal Tech 2	
231317	Traffic Signal Tech 3	
231417	Wastewater Inspector 1	
231717	Right of Way Agent 1	
231817	Environmental Tech	
231917	Right of Way Agent 2	
232117	Wastewater Collect Sys Spec 3	

232417	Wastewater Collect Sys Spec 1	
232517	Wastewater Collect Sys Spec 2	
232617	Project Manager	
233817	Utilities Specialist	
234517	Senior Environmental Tech	
234617	Customer Accounting Spec 1	
234717	Customer Accounting Spec 2	
234817	Customer Accounting Spec 3	
301517	Engineering Permit Technician	
407017	Radio Operator	

Engineering Families Table A

Appendix A
Memorandum of Understanding – Lump Sum Payment

The County and the Union agree that if the tentative agreement is ratified prior to November 1, 2021, all active members of the Union will receive a one-time, lump sum payment of \$500.00, less any regular deductions and taxes, on the first paycheck following November 1, 2021.